



Official Rules

CONTEST BEGINS AT 12:00:00 PM (PT - Los Angeles Time) on AUGUST 1, 2018 AND ENDS AT 11:59:59 PM (PT - Los Angeles Time) ON AUGUST 20, 2018 (THE "PROMOTION PERIOD").

- THIS IS A SKILL-BASED CONTEST. NO PURCHASE IS NECESSARY TO ENTER OR TO WIN.
- THIS CONTEST IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH FACEBOOK OR ANY OTHER SOCIAL MEDIA PLATFORM.

Important: Please read these Official Rules before entering this Contest. By participating in this Contest, you agree to be bound by these Official Rules.

1. HOW TO ENTER:

- a. Membership to www.deviantart.com (the "Contest Site") is required to enter the *Ripley's Believe It or Not! Odd is Art* Unconventional Art Contest (the "Contest"). Membership to www.deviantart.com is free. No purchase necessary to enter or win. Only entries from valid DeviantArt accounts will be accepted. If Entrant is already a registered member, Entrant is not automatically entered into the Contest and would need to follow the instructions on the Contest Site to enter the Contest.
- b. Entrant must be at least thirteen (13) years old as of August 1, 2018 to be eligible to enter the Contest.
- c. Contest is void where prohibited by law, including but not limited to: Cuba, Iran, North Korea, Sudan, and Syria and any other territory subject to a trade embargo by the United States government.
- d. Entrant must follow the instructions on the Contest Site and submit a completed entry of an original artwork that illustrates unconventional art as inspired by the *Odd is Art* book. Entrants will also be asked to provide a short description of their artistic process in creating the Work, as well as which materials were used. Such description should also include a brief explanation of why the Work is unconventional or tell a unique story about the Work.
- e. The completed entry ("Work") may originate in any visual medium but must be submitted at the Contest Site as a single JPG or PNG file. Sponsor has no obligation to advise Entrants of an incomplete or otherwise non-compliant Entry.
- f. Entrants are not required to "like" or follow Sponsor or Ripley Entertainment Inc. on any social media pages or to pay any entrance fee in order to participate in the Contest or to be eligible for the Prizes, and any such action or payment will not increase or improve Entrant's chances of winning.
- g. The Work:
 - i. may be in any style or genre at the Entrant's discretion;
 - ii. entry or photograph of entry must be at least approximately 2,000 pixels in its shortest length;
 - iii. must be the Entrant's original work made for the Contest;

- iv. must include what makes the art unconventional by listing the materials used and describing the process, or a unique story about the art in the description of the deviation;
 - v. may not have been previously licensed, sold, used, published, released, distributed, or otherwise exploited in any form;
 - vi. must not have previously won any award;
 - vii. may include licensed brushes and textures, original imagery and text created by the Entrant. Entry may not infringe the copyright, trademark, or other rights of any third party;
- h. The Work must be in keeping with the image of DeviantArt ("Sponsor") and Ripley Entertainment Inc.; may not be inappropriate, offensive, libelous or defamatory, pornographic, sexually explicit, unlawful or plagiarized, as determined by the Sponsor in its sole discretion; must not be harassing, abusive, threatening, harmful, vulgar, profane, obscene, excessively violent, racially, ethnically or otherwise objectionable or offensive in any way, as determined by Sponsor in its sole discretion; may not violate or encourage others to violate any applicable law, statute, ordinance or regulation; may not defame or invade publicity rights or privacy of any person, living or deceased, or otherwise infringe upon any person's personal or property rights or any other third party rights, or involve physical harm to any person or animal; may not contain verbal or visual mentions of commercial/corporate advertising, including but not limited to corporate logos, brand names, and slogans, other than those permitted by these Official Rules; may not include any viruses, worms, corrupt files, Trojan horses, or other forms of corruptive code or content that may harm or compromise the Contest Site and/or the proper conduct of the Contest; may not use any watermarks but may contain a signature by the artist provided that the signature is capable of removal at the request of Sponsor if the entry is adapted for use by the Sponsor as a winning entry in accordance with these Official Rules; and, if found to be in violation of these Official Rules, will be disqualified and therefore removed from the Contest Site gallery.
- i. Only online entries will be accepted. No hard copies of the entry will be accepted for judging. Do not submit original files or original printed copies of Works.
- j. Entries will be deemed to be made by the person whose DeviantArt account is provided in the submission form submitted via the Contest Site at the time of submission. In the event of a dispute relating to ownership of a winning Work, Sponsor may require a potential winner to provide proof that he or she is the authorized holder of the identified account, and consequently of the winning Work. Sponsor shall be entitled to use its best judgment, in its sole discretion, to determine the rightful owner of the winning Work, and each Entrant hereby remises, releases and discharges the Sponsor, to the fullest extent permitted by law, from all liabilities, obligations, claims and demands whatsoever arising out of any such determination of the rightful owner of the winning Work by Sponsor.
- k. ENTRIES MUST BE RECEIVED BY 11:59:59 PM (PT) AUGUST 20, 2018. No illegible, incomplete, forged or altered entries will be accepted. Works will not be returned.
- l. Entrants may enter as many Works as they like, however duplicate entries are not allowed.

2. ENTRANT'S RIGHTS:

All Works submitted will remain the exclusive property of the Entrant, provided that:

- a. Entrant will not acquire any ownership or other interest in any and all trademarks, logos, copyrights, and other intellectual property of or related to the *Odd is Art* book or to Ripley Entertainment Inc., including any *Odd is Art* images, backgrounds, settings or other elements (or to any characters, images, costumes, devices or elements rendered by Entrant as part of the Work that use any copyrighted or trademarked element of materials owned and controlled by Ripley Entertainment Inc. or others related to *Odd is Art*) (collectively, the "Marks");
- b. except as otherwise expressly set forth in these Official Rules, Entrant may not use the Marks in any manner whatsoever in connection with the Work or otherwise without Sponsor's express prior written approval;

- c. during the Promotion Period, and for a period of one (1) year thereafter, Entrant or its legal guardian shall grant Sponsor and Ripley Entertainment Inc. a worldwide, royalty-free license to display digital or physical copies and/or utilize the Works on the Contest Site, social media, and/or in any other media, setting or location, accessible anywhere in the world, in connection with promotion of the Contest. Notwithstanding the foregoing, Entrant agrees that any permissible display on social media posted prior to the expiration of the license period detailed herein shall remain accessible in perpetuity;
- d. if Entrant's Work is awarded first, second, or third place, Entrant agrees (i) that Sponsor and/or Ripley Entertainment Inc. may arrange to have the Works reproduced in print form for display anywhere in the world in perpetuity (or, where permission in perpetuity is not enforceable, for at least ten (10) years from the end of the Promotion Period), and (ii) shall grant Sponsor and Ripley Entertainment Inc. a worldwide, exclusive, royalty-free license for a period of three (3) years to display digital or physical copies and/or utilize the Works on the Contest Site, social media, and/or in any other media, setting or location, accessible anywhere in the world, in connection with promotion of the *Odd is Art* book. Notwithstanding the foregoing, Entrant agrees that any permissible display on social media posted prior to the expiration of the license period detailed herein shall remain accessible in perpetuity;
- e. to the extent the Work incorporates the Marks, Entrant may not authorize or permit any Work to be used to promote any product or service of any party other than Sponsor, may not sell the Work or receive any payment for the use of the Work, and may only use the Work for the purposes of display in social media such as DeviantArt or in a personal portfolio.
- f. Entrant acknowledges that Ripley Entertainment Inc. has had, and will continue to have, numerous other artists render artwork based on *Odd is Art*, and that Ripley Entertainment Inc. may freely use any such artwork without any obligation or liability to Entrant whatsoever, notwithstanding any coincidental similarity between such artwork and the Work.
- g. Entrant warrants, represents, and undertakes that his or her contributions to the Work are completely original to the Entrant and does not and will not infringe upon any third party rights, including without limitation intellectual property rights or personality rights of any kind in any manner.
- h. Entrant hereby waives all, and agrees not to assert any, moral rights, and/or similar or equivalent rights, and/or performer's rights, in the Work, wherever in the world arising at any time.

3. SELECTION OF WINNERS:

Final Winners will be announced on or about September 4, 2018.

Twenty-five (25) semi-finalists will be selected from all eligible and qualified entries by a panel of full-time DeviantArt staff, along with an independent judge not affiliated with DeviantArt, on or about August 28, 2018. The odds of winning depend on the number and quality of Entries received. The semi-finalists will be selected on the basis of:

- i. Originality and Artistic Skill
- j. Success in Portraying unconventional art using unconventional means; and
- k. Success in reflecting "outside of the box" creativity as inspired in Ripley's *Odd is Art* book.
- l. Common materials can be used in daring new ways or odd items can be used "traditionally" to create something new

The twenty-five (25) semi-finalists will be posted in advance of final judging. Only one (1) entry per Entrant may be chosen as a semi-finalist entry. The First, Second and Third Place Works, using the same criteria

and methodology, will be selected from the semi-finalists by Ripley Entertainment Inc. Executives & Talent (Brian Relic, VP of Design & Development; Amanda Joiner, Senior Director of Publishing; John Graziano, Cartoonist; Bruce Miller, Lead Artist) along with the same independent judge who helped to select the semi-finalists. In the event of a tie in any portion of the judging process, the judges themselves will resolve the tie to the appropriate number of semi-finalists or ranked winners, as applicable.

The judges' decisions are final on all matters relating to the Contest.

Sponsor reserves the right to refrain from issuing the Prize, if there are insufficient valid Entries that meet the criteria or comply with these Rules or otherwise at Sponsor's sole discretion.

4. PRIZES

- a. The First Place Winner's winning Work will be displayed in Ripley's Believe It or Not! Museum in Los Angeles. The winner will be given an all-expenses paid trip for 2 (two) to Los Angeles to view the art in person and an all-expenses paid trip for 2 (two) to be part of Ripley's Art Department for a day in Orlando, FL. In addition, the Work will be featured in an upcoming Ripley's publication and the winner will receive a single copy of Ripley's *Odd is Art* book. (Total ARV of First Place Prizing: \$12,517)
- b. The Second Place Winner will receive an all-expenses paid trip for 2 (two) to be part of Ripley's Art Department for a day in Orlando, FL. In addition, the Work will be featured in an upcoming Ripley's publication, and the winner will receive a single copy of Ripley's *Odd is Art* book. Admission for two (2) to any Ripley's Believe It or Not! Odditorium worldwide. (Total ARV of Second Place Prizing: \$9,557)
- c. The Third Place Winner's Work will be featured in an upcoming Ripley's publication, and will receive a single copy of Ripley's *Odd is Art* book. They will also receive admission for two (2) to any Ripley's Believe It or Not! Odditorium worldwide. (Total ARV of Third Place Prizing: \$1,557)
- d. The remaining twenty-two (22) Semi-Finalists will each receive a single copy of Ripley's *Odd is Art* book and admission for two (2) to any Ripley's Believe It or Not! Odditorium worldwide. (Total ARV of each Semi-Finalist Prize Package: \$57)

Total ARV of all prizes: Twenty four thousand eight hundred and eighty five dollars (USD \$24,885). All prizes will be awarded (assuming sufficient number of entries). DeviantArt is responsible only for prize delivery; DeviantArt is not responsible for prize utility, quality or otherwise. Prizes are non-transferable, with no additional cash redemptions, equivalents or substitutions except at Sponsor's sole and absolute discretion. All Prize details not specified in these Official Rules will be determined in Sponsor's sole and absolute discretion. Despite Sponsor's good faith efforts, the Prizes as contemplated herein may be canceled due to circumstances beyond Sponsor's control or due to budgetary or other restraints which will cause the Prizes to be unreasonably costly or difficult to execute. Sponsor reserves the right to substitute the Prizes (or any portion thereof) with a prize of comparable or greater value in its sole and absolute discretion.

The Winners will be solely responsible for all federal, state, provincial, and/or local taxes according to the laws and regulations applicable in such Winner's residence, and for any other fees, costs and other arrangements associated with the Prize which are not explicitly provided by Sponsor as set forth herein. Before the prizes will be awarded, the Winners may be required to provide Sponsor with a valid social security number, tax identification number or any other identification details, for tax reporting purposes. An IRS Form 1099 or equivalent may be issued in the name of Winners for the actual value of the Prize received.

At the request of the Sponsor, Entrants must provide a copy of a driver's license or passport for identification, age confirmation and the reliability of the information provided with the Entry, and any other documentation required by Sponsor to verify compliance. In case Entrant fails to provide the Sponsor with such documentation within three (3) days from the date of the request, or in case false or incomplete information is provided with the Entry or other violation of the Official Rules or law, the Sponsor has the right to disqualify the Entry, prohibit such Entrant from further participation in the Contest in any way and in any other promotion held by the Sponsor.

ELIGIBILITY:

The Contest is open to DeviantArt members who are at least thirteen (13) years old as of August 1, 2018 and reside in jurisdiction where this type of contest is permitted, except employees and volunteers (and their immediate families and members of the same household) of Sponsor, Ripley Entertainment Inc., and their respective affiliates, corporate parents or subsidiaries, agents, advertising and promotion agencies and/or any other individuals or corporations involved in the production and distribution of the *Odd is Art* book. Entrants aged under eighteen (18) years old (or the age of majority in their applicable jurisdiction) may only enter if they have permission to do so from their parent or legal guardian, and such parent or legal guardian agrees to be bound by these Official Rules. No entry form is required to participate in the Contest. Your personally identifiable information will be handled and protected as part of your membership in DeviantArt under its Terms of Service and Privacy Policy. There is no charge for DeviantArt membership. The contest is void where prohibited by law.

Sponsor and Ripley Entertainment Inc. and each of their respective third party vendors and advertising or promotion agencies may use your personal information (including email address) for administration of the Contest, the fulfillment of Prizes and for marketing purposes. You expressly consent to the use of your information by Sponsor and its advertising or promotion agencies for such purposes, and to the use of your Entry by the judges for judging and fulfillment of Prize purposes.

5. VERIFICATION OF WINNERS AND DELIVERY OF PRIZES:

Potential winners will, and other potential winners may, be required to sign an affidavit of eligibility and, where permitted, a liability and publicity release. A prize may be forfeited if affidavit or releases are not returned within twenty-one (21) days after mailing to potential winner or if prize notification letter or prize itself is returned as undeliverable. Each of the twenty-five (25) semi-finalists agree to Sponsor's and Ripley Entertainment Inc.'s use of his/her user name on DeviantArt, name, voice, likeness, and statements for promotional purposes in connection with use of the Entrant's Work as permitted in these Official Rules in any and all media now known or hereafter devised, without additional compensation, notification, permission or limitation (to the extent permitted by law).

6. GENERAL:

This Contest is void where prohibited or restricted by law and is subject to all applicable laws and regulations. This Contest will be governed by the internal laws of the State of California, U.S.A. Any and all legal actions or claims arising in connection with this Contest must be brought in a court of competent jurisdiction within the State of California. Sponsor and judges not responsible for late, lost, stolen, damaged, garbled, incomplete, misaddressed, postage due, incorrect or misdirected entries, mail or communications; for errors, omissions, interruptions, deletions, defects, or delays in operations or transmission of information, in each case whether arising by way of technical or other failures or malfunctions of computer hardware, software, communications devices, or transmission lines or data corruption, theft, destruction, unauthorized access to or alteration of entry materials, loss or otherwise. Sponsor and judges not responsible for electronic communications which are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in Entrant's e-mail account to receive e-mail messages. Sponsor disclaims any liability for damage to any computer system resulting from participation in, or accessing, posting, uploading or downloading information in connection with, this Contest, and reserves the right, in its sole discretion, to modify, cancel, terminate or suspend this Contest should any virus, bug, technical failures, unauthorized human intervention or other causes beyond Sponsor's reasonable control corrupt or affect the administration, security, fairness or proper conduct of the Contest. In the event of any such cancellation, termination or suspension, a notice will be posted on the Contest Site and the winners will be selected from among all eligible entries received prior to such time. Sponsor reserves the right, in its sole discretion, to disqualify any entrant from this Contest or any other promotion conducted now or in the future by Sponsor or any of its affiliates if the Entrant's fraud or misconduct adversely affects the integrity of the Contest.

By participating in this Contest, each Entrant accepts the conditions stated in these Official Rules, agrees to be bound by the decisions of the judges, warrants that he/she is eligible to participate in this Contest, and agrees for Entrant and for Entrant's heirs, executors, and administrators to release and hold harmless Sponsor and Ripley Entertainment Inc. and their respective affiliates, subsidiaries, parents, agents, any

relevant social media sites, officers, directors, and employees from any liability, illness, injury, death, loss, litigation, or damage that may occur, directly or indirectly, whether caused by negligence or not, from such Entrant's participation in the Contest and/or arising from or in connection with the awarding, receipt, and/or use or misuse of a prize or participation in any prize-related activities, including without limitation with respect to claims of copyright or trademark infringement, false endorsement, libel, slander, defamation or infringement of rights of publicity or privacy and any deletion or failure to store any Entries and other communications related to the Contest. Sponsor has complete discretion over interpretation of the Official Rules and administration of the Contest.

DeviantArt reserves the right to amend these Official Rules from time to time if it considers it reasonable or necessary to do so. Updated versions of the Official Rules will be posted here and will bind all Entrants.

7. LIMITATION OF LIABILITY/DISCLAIMER OF WARRANTIES

BY ENTERING THE CONTEST, YOU AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY CLAIMS WILL BE LIMITED TO ACTUAL THIRD PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (2) UNDER NO CIRCUMSTANCES WILL YOU BE PERMITTED TO OBTAIN ANY AWARD FOR PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (3) YOU IRREVOCABLY WAIVE ANY RIGHT TO SEEK EQUITABLE RELIEF.

YOU UNDERSTAND AND AGREE THAT THE PRIZES ARE AWARDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE. SPONSOR AND RELEASED PARTIES EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES OF PERFORMANCE, QUALITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR THAT THE BROADCAST OF THE PRIZE WILL RESULT IN ANY PARTICULAR AMOUNT OR LEVEL OF REVENUE OR INCOME.

YOU UNDERSTAND AND AGREE THAT PARTICIPATION IN THIS CONTEST (AND, IN CASE YOU ARE A WINNER, YOUR PARTICIPATION AND EXECUTION OF THE PRIZE) IS AT YOUR OWN DISCRETION AND RISK. YOU UNDERSTAND THAT SPONSOR AND RELEASED PARTIES MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING THE RELIABILITY, TIMELINESS, AVAILABILITY AND/OR PERFORMANCE OF ANY ELEMENT OF THIS CONTEST OR THE PRIZE. SPONSOR AND RELEASED PARTIES DISCLAIM ANY LIABILITY FOR DAMAGE TO ANY COMPUTER SYSTEM OR LOSS OF DATA RESULTING FROM ACCESS TO OR THE DOWNLOAD OF INFORMATION OR MATERIALS CONNECTED WITH THE CONTEST.

To the fullest extent permissible by law, with the exception of disputes pertaining to Sponsor's intellectual property rights, ANY DISPUTE BETWEEN YOU AND SPONSOR RELATING TO THE CONTEST SHALL BE REFERRED TO AND FINALLY RESOLVED THROUGH BINDING ARBITRATION ADMINISTERED BY JAMS UNDER THE JAMS STREAMLINED ARBITRATION RULES AND PROCEDURES ON AN INDIVIDUAL BASIS WITH NO CLASS RELIEF. This clause shall be construed as a "written agreement to arbitrate" pursuant to the Federal Arbitration Act.

8. CAUTION:

ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE ENTRANT AND HIS OR HER WORK WILL BE DISQUALIFIED FROM THE CONTEST, AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

9. WINNERS LIST:

To obtain a list of winners, go to www.deviantart.com. The list will be available after selection and verification of winners as provided in these Official Rules.

10. SPONSOR:

DeviantArt, Inc., 7095 Hollywood Blvd., #788, Hollywood, CA 90028

Ripley Entertainment, Inc., 7576 Kingspointe Pkwy, Suite 188, Orlando, FL 32819

11. QUESTIONS REGARDING THIS CONTEST:

Any questions regarding the Contest should be directed to DeviantArt by placing a comment under the contest article at the Contest Site.

Ripley Entertainment Inc. is not a Sponsor of the Contest and is not associated with or responsible for the administration of the Contest in any way.

© DeviantArt, Inc. 2018

All trademarks are the property of their respective owners.

PLEASE NOTE: THESE OFFICIAL RULES TAKE PRECEDENCE OVER ANY TERMS OR RIGHTS TO THE CONTRARY SET OUT IN DEVIANTART'S TERMS OF SERVICE, SUBMISSION POLICY OR ETIQUETTE POLICIES, AND ANY SELECTION OF A CREATIVE COMMONS LICENSE WITH RESPECT TO YOUR ENTRY WILL BE TREATED AS NULL AND VOID TO THE EXTENT NOT CONSISTENT WITH THESE OFFICIAL RULES.

By clicking on the "Submit Entry" button below, you agree that you have read and understand, and agree to be bound by, the above Official Rules.

SUBMIT WORK